



Reply Attention of:
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RE: Memorandum of Understanding – Snow Plowing Blackstone Crane Lake Road

BEING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF THE ARCHIPELAGO AND THE TOWNSHIP OF SEGUIN FOR OCCASSIONALLY REQUESTED SNOW PLOWING ON BLACKSTONE CRANE LAKE ROAD.

This Memorandum of Understanding (MOU) is entered into on this ____ day of _____, 2024 by and between the Township of The Archipelago, hereinafter referred to as "The Archipelago," and the Township of Seguin, hereinafter referred to as "Seguin."

1. Purpose:

This MOU is an agreement establishing the terms and conditions under which The Archipelago will provide snow plowing services on a portion of Blackstone Crane Lake Road (as described in Schedule A) on behalf of Seguin for the period of October 31, 2024, to April 30, 2027.

2. Scope of Work:

Upon notice of request from Seguin, The Archipelago agrees to provide snow plowing services for the 2.4-kilometer portion of Blackstone Crane Lake Road south of the intersection of Black Road and Blackstone Crane Lake Road up to The Archipelago municipal border during the specified period. The services shall include, but are not limited to, snow plowing, and road sanding, as necessary. The MOU is for instances in which Seguin feels they are unable to meet the demands of snow clearing for the described scope with their internal resources and equipment and is not intended to be requested for every snow plowing event.

Seguin shall hold harmless and agrees to indemnify The Archipelago, including its members of council, administrators, successors, assigns, officials, officers, directors, employees, servants, volunteers, representatives and agents, from and against all costs, claims, losses, and causes of action of any kind whatsoever, including any fines, orders, charges by a governmental authority, or convictions, made or brought against, suffered by or imposed on The Archipelago, its members of council, administrators, successors, assigns, officials, officers, directors, employees, servants, volunteers, representatives or agents, directly or indirectly arising out of, resulting from, or sustained in consequence of, or in relation to this MOU, including The Archipelago's declining of any request for plowing by Seguin. This

indemnity shall survive the Term of this Agreement or any renewal term or extension of this MOU.

3. Responsibilities:

Seguin Responsibilities:

- i. Seguin shall provide The Archipelago with appropriate notice when making a request for plowing. Seguin shall monitor the weather and resource levels appropriately in advance of weather events.
 - a. A request for service by The Archipelago should be made to the Public Works Supervisor by phone, text, or email. An alternative contact can be the Director of Operations and Facilities by phone text or email.
- ii. Seguin shall maintain the road base, road surface, signage, and roadside ditches in a safe and passable condition for snowplowing operations to be conducted.
- iii. Seguin will perform all necessary maintenance, construction, and inspection on the portion of described roadway including snow removal, winging snowbanks, and roadway patrol and inspections.
- iv. Seguin will compensate The Archipelago for the agreed-upon services as outlined in Section 4.
- v. Seguin shall throughout and during the entire Term of this MOU and any renewal or extension thereof, and at its sole cost and expense, maintain a policy of insurance with coverage of at least five million (\$5,000,000.00) dollars and contain a cross liability clause as well as naming The Archipelago, including its members of council, administrators, successors, assigns, officials, officers, directors, employees, servants, volunteers, representatives and agents, as an additional insured. Seguin shall provide The Archipelago with a certificate of insurance setting out the essential terms and conditions of the insurance policy.

The Archipelago Responsibilities:

- i. The Archipelago upon receiving request of plowing from Seguin may accept or decline at their discretion based on current conditions and resource levels. At no time is The Archipelago bound to provide the described scope of work if not accepting of the request.
- ii. Upon accepting a request, The Archipelago will perform snow plowing to a level that is reasonable in the circumstances to ensure passage by ordinary travellers. The Archipelago cannot guarantee a level of service delivery, nor can they commit to achieving the Minimum Maintenance Standards as defined in Municipal Act 2001, S. 44.
- iii. The Archipelago will exercise reasonable care in its performance to not create or cause undue damage or hazards on the roadway.
- iv. The Archipelago will keep record of services provided for the purpose of invoicing as outlined in Section 4. Invoicing shall be done annually following the conclusion of the winter period in Section 5.
- v. The Archipelago shall, throughout and during the entire Term of this MOU and any renewal or extension thereof, maintain a policy of insurance with coverage of at least five million (\$5,000,000.00) dollars.

4. Compensation:

Seguin agrees to compensate The Archipelago for the snow plowing services per the following activities.

- Snow Plowing Only: \$260/occurrence
- Snow Plowing and Sanding: \$360/occurrence

All rates are subject to additional taxes.

Invoice shall be done annually following the conclusion of the term of the agreement and payment shall be made within 30 days of the receipt of an invoice.

5. Term of Agreement:

This agreement shall be effective from October 31, 2024, to April 30, 2027, unless terminated earlier by mutual agreement or for cause.

6. Termination:

Either party may terminate this agreement for any reason upon providing written notice to the other party with at least 15 days' notice.

7. Amendments:

Any amendments to this MOU shall be in writing and signed by both parties.

8. Governing Law:

This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

Dated at _____, this _____ day of _____, 2024.

Township of Seguin

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Dated at _____, this _____ day of _____, 2024.

Township of The Archipelago

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule A

